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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/694,758	10/29/2003	James Sinclair	E3331.0601	5750
7590 07/20/2009 Dickstein Shapiro Morin & Oshinsky LLP 41st Floor 1177 Avenue of the Americas New York, NY 10036-2714			EXAMINER LEMIEUX, JESSICA	
			ART UNIT 3693	PAPER NUMBER
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

10/694,758

**Applicant(s)**

SINCLAIR ET AL.

**Examiner**

JESSICA L. LEMIEUX

**Art Unit**

3693

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 4/29/2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-40, 42-70 and 81-108 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-40, 42-70 and 81-108 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB-08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

**DETAILED ACTION**

1. This Final Office action is in response to the application filed on October 29<sup>th</sup>, 2003 and in response to the applicant's arguments/amendments filed on April 29<sup>th</sup>, 2009. Claims 1-40, 42-70 and 81-108 are pending.

***Response to Arguments***

2. Examiner notes that, as per MPEP § 2144.03(C), the statements of Official Notice made in the art rejection that have not been traversed have been established as admitted prior.

3. Applicant's arguments, with respect to the title not being descriptive have been fully considered and are persuasive in view of the submitted amendments. The requirement of a new title has been withdrawn.

4. Applicant's arguments, with respect to the 35 U.S.C. 101 rejections of claims 1-40, 42-72 and 81-108 have been fully considered and are persuasive in view of the claim amendments. The 35 U.S.C. 101 rejections of claims 1-40, 42-72 and 81-108 has been withdrawn.

5. Applicant argues that the Examiner has "incorrectly analyzed Sugahara and, in addition has combined Sugahara and Togher in a manner which contradicts the respective teachings of the two documents." Examiner address these arguments below.

6. Applicant states that "in the independent claims... a first trade is initiated by the first party, but it is conducted by executing a first deal between a first party and the counterparty owning the quote. A second deal is then executed between the third party

and the first party the amount of the second deal being the same as the amount of the first deal. Examiner notes that this is the essence of using an intermediary. Applicant even states that Sugahara uses "an intermediary" to act between the two parties (page 26 of reply). Examiner further notes that Sugahara was relied on to teach initiating by the first party a trade, wherein the trade is conducted by executing a first deal between the third party and the counter-party owning the quote and executing a second deal between the third party and the first party, the amount of the second deal being the same as the amount of the first deal (abstract, Figure 6, column 4, line 59- column 5, line 8, column 10, lines 26-30 and column 13, line 40- column 14, line 60). Examiner further notes though the trade is reversed in Sugahara, a trade/sale is ultimately completed. Therefore, Examiner notes that Sugahara clearly teaches what the Examiner has relied up on it to teach, initiating by the first party a trade, wherein the trade is conducted by executing a first deal between the third party and the counter-party owning the quote and executing a second deal between the third party and the first party, the amount of the second deal being the same as the amount of the first deal.

7. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

8. Examiner notes that Applicant states that "the invention to which the independent claims are directed, inter alia, enables parties trading on a trading system to trade in

circumstances where they would not otherwise have sufficient credit to trade.” In response to applicant’s argument that the references fail to show certain features of applicant’s invention, it is noted that the features upon which applicant relies (i.e., enables parties trading on a trading system to trade in circumstances where they would not otherwise have sufficient credit to trade) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Examiner urges that if Applicant wishes to have these limitations included they need to be incorporated into the claimed language.

9. Applicant states “there is nothing in Sugahara to suggest that the shares that are loaned are done so in response to any quote, being an offer to buy or sell.” Applicant admits that Sugahara teaches that a broker may make a match if it receives two opposite orders. Examiner notes that therefore, since Applicant also states that these is fundamental to the operation of any market, and since Sugahara clearly shows that buy and sell orders exist, it is obvious that the shares that are loaned are done so in response to a quote.

10. Applicant lastly argues that “the combination of Togher and Sugahara is fundamentally unfeasible and not one which would be contemplated by one skilled in the art.” Applicant states that Togher teaches a system for trading on over the counter (OTC) markets such as foreign exchange markets. Examiner notes that short selling exists in OTC markets, and therefore, it wouldn’t be unfeasible to modify Sugahara

since it deals with the temporary loaning of securities, as Togher's OTC can be reasonably enabled to trade short or temporary loan securities.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

11. Claims 1-6, 19, 26-27, 31-33, 42-46, 50, 55-57, 62-63, 72, 81-86, 101-102 and 10-106 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher).

As per claims 1 and 81

Sugahara discloses initiating by the first party a trade, wherein the trade is conducted by executing a first deal between the third party and the counter-party owning the quote and executing a second deal between the third party and the first party, the amount of the second deal being the same as the amount of the first deal (abstract, Figure 6, column 4, line 59- column 5, line 8, column 10, lines 26-30 and column 13, line 40- column 14, line 60).

Sugahara does not specifically teach displaying to a first party a quote having the best price in the market for which a third party has credit to deal and initiating a trade at the best price and electronic messages sent from the trading terminals.

Togher teaches displaying to a first party at a display of a first party trading terminal a quote having the best price in the market for which a third party has credit to deal, wherein the trade is conducted by an exchange of electronic messages between the first party trading terminal, a counterparty trading terminal and a quote matching engine, and the trading system permitting initiating by an electronic message sent from the first party trading terminal, a trade at the best price. Togher also teaches the second deal is executed by an exchange of electronic messages between a third party trading terminal and the first party (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 7, lines 20-34 and line 53- column 8, line 18, column 9, line 22- column 10, line 4). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara to include displaying to a first party a quote having the best price in the market for which a third party has credit to deal and initiating a trade at the best price and electronic messages sent from the trading terminals as taught by Togher to eliminate bids being invalidated for lack of credit and ensure that the buyers and sellers are aware and able to take part in the best trades available at the current time.

As per claim 42

Sugahara discloses initiating a trade at the best price, the trade being conducted by executing a first deal between the third party and the counter-party owning the price quote and wherein the third party comprises at least one computer structured to execute said first deal and to execute a second deal between the third party and the first party, the amount of the second deal being the same as the amount of the first deal (abstract, Figure 6, column 4, line 59- column 5, line 8, column 10, lines 26-30 and column 13, line 40- column 14, line 60).

Sugahara does not specifically teach a matching engine for matching quotes for execution of deals, a plurality of trading floors for receiving price information relating to quotes submitted by counterparties with whom the trading floors have credit the price information communicated to at least one trading floor including the best price in the market for which a third party has credit to deal and a trade initiator at a first party trading floor for initiating a trade at the best price.

Togher teaches a matching engine for matching quotes for execution of deals, a plurality of trading floors for receiving price information relating to quotes submitted by counterparties with whom the trading floors have credit, the price information communicated to at least one trading floor including the best price in the market for which a third party has credit to deal, and a trade initiator at a first party trading floor for initiating a trade at the best price (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 7, lines 20-34 and line 53- column 8, line 18, column 9, line 22- column 10, line 4). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara to include displaying to a first party a quote having the best price in the market for which a third party has credit to deal and initiating a trade at the best price as taught by Togher to eliminate bids being invalidated for lack of credit and ensure that the buyers and sellers are aware and able to take part in the best trades available at the current time.

As per claims 2, 43 and 82

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses the second deal is executed at the same price as the first deal (column 14, lines 7-28). Examiner notes that Sugahara teaches a fee may be charged by the third party for participating in the first deal however, a fee is not a

requirement. Therefore it would have been obvious to one skilled in the art at the time of invention that if a fee wasn't charged, the second deal would be executed at the same price as the first deal.

As per claims 3, 44 and 83

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses the second deal is executed at a different price to the first deal, the price difference representing the fee charged by the third party for participating in the first deal (column 14, lines 7-28).

As per claims 4, 45 and 84

Sugahara does not specifically teach the first deal is performed by the third party only if bilateral credit does not exist between the first party and the counter-party owning the best price quote.

Togher teaches checking the amount of the first deal against credit limits stored in a credit limit store, wherein the first deal is performed by the third party only if bilateral credit does not exist between the first party and the counter-party owning the best price quote (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 7, lines 20-34 and line 53- column 8, line 18, column 9, line 22- column 10, line 4) Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara to include the first deal is performed by the third party only if bilateral credit does not exist between the first party and the counter-party owning the best price quote as taught by Togher to eliminate bids being invalidated for lack of credit.

As per claims 5 and 85

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1 and 81 above and Togher further teaches the display of the first party trading terminal additionally displays quotes in the market that are available to the first party dealing directly (column 1, lines 15-54).

As per claims 6, 57 and 86

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Togher further teaches wherein the display of the first party terminal displays a single quote representing the best price that is available by trading either direct with a counterparty or through said third party (Figure 2 and column 6, line 67- column 7, line 52).

As per claims 19 and 50

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1 and 42 above and Sugahara



further discloses the trading system is an anonymous trading system (column 4, lines 9-12).

As per claims 26, 62 and 101

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses the first party trading floor comprises a hedge fund having a plurality of funds (column 2, lines 29-40). Togher teaches the first party trading floor comprising a mechanism for entering a list of the plurality of funds into the trading system (column 11, lines 52-68).

As per claims 27, 63 and 102

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses providing the list of hedge funds to the third party (Figure 6 and column 13, line 53- column 14, line 1 and column 15, line 38- column 17, line 5).

As per claim 31

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1 above and Togher further teaches the trading system includes a plurality of possible third parties through whom the first party can trade, comprising displaying at the display of a first party trading terminal prices available from the plurality of possible third parties (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 6, line 67- column 7, line 52 and line 53- column 8, line 18, column 9, line 22- column 10, line 12). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

As per claims 32 and 105-106

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Togher further teaches the trading system includes a plurality of possible third parties through whom the first party can trade, comprising displaying at the display of a first party trading terminal the best price available from any of the possible third parties (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 6, line 67- column 7, line 52 and line 53- column 8, line 18, column 9, line 22- column 10, line 12). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

As per claim 33

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1 above and Togher further teaches the trading system includes a plurality of possible third parties through whom the first party can trade, comprising displaying at the display of a first party trader

terminal the best price available by trading either via one of the possible third parties or direct with the counterparty (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 6, line 67- column 7, line 52 and line 53- column 8, line 18, column 9, line 22- column 10, line 12). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

As per claim 46

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claim 42 above and Togher further teaches the trading floors each comprise at least one trading terminal (claims 1-2).

As per claim 55

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claim 42 above and Togher further teaches the first party trading floor comprises at least one display showing the best prices in the market available by trading direct with a counterparty or via a third party (Figure 2 and column 6, line 67- column 7, line 52 and column 10, lines 5-12).

As per claim 56

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claim 42 above and Togher further teaches the display includes the best prices in the market available by trading via each of a plurality of third parties (Figure 2 and column 6, line 67- column 7, line 52 and column 9, line 22- column 10, line 12). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

As per claim 72

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claim 42 above and Togher further teaches at the first party, a trader terminal for displaying the best price available by trading through the third party (Figure 2 and column 6, line 67- column 7, line 52 and column 9, line 22- column 10, line 12). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

12. Claims 7, 48, 70 and 87 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of Official Notice.

As per claims 7 and 87

Sugahara and Togher do not specifically teach assigning a deal code to the third party, the deal code being unique to quotes submitted or hit by the third party on behalf of other parties.

Official Notice is taken that it is old and well known within the trading arts to assign deal codes to identify parties to a deal or quote where a system is not anonymous.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include assigning a deal code to the third party, the deal code being unique to quotes submitted or hit by the third party on behalf of other parties to enable the identification of the parties to a deal or quote.

As per claim 48

Sugahara and Togher do not specifically teach each of the plurality of trading floors has an assigned deal code to identify that trading floor to other parties trading on the system, wherein the third party includes a further deal code unique to trades made by the third party but initiated by other parties.

Official Notice is taken that it is old and well known within the trading arts to assign deal codes to identify parties to a deal or quote where a system is not anonymous.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include each of the plurality of trading floors has an assigned deal code to identify that trading floor to other parties trading on the system, wherein the third party includes a further deal code unique to trades made by the third party but initiated by other parties to enable the identification of the parties to a deal or quote.

As per claim 70

Sugahara and Togher do not specifically teach each counterparty trading floor trading on the system has a unique trading floor deal code, and the third party assigns a unique deal code to trades made on behalf of said first party and other parties to form a virtual trading floor.

Official Notice is taken that it is old and well known within the trading arts to assign deal codes to identify parties to a deal or quote where a system is not anonymous.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include each counterparty trading floor trading on the system has a unique trading floor deal code, and the third party assigns a unique deal code to trades made on behalf of said first party and other parties to form a virtual trading floor to enable the identification of the parties to a deal or quote.

13. Claims 8-9, 37-38, 51-52, 67, 69 and 88-89 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter

Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0083973 to Horsfall (hereinafter Horsfall).

As per claims 8 and 88

Sugahara and Togher do not specifically teach the third party assigns a credit limit for trades conducted on behalf of the first party, the method comprising checking the amount of the quote forming the first deal against the credit limit prior to deal execution by the third party.

Horsfall teaches the third party assigns a credit limit for trades conducted on behalf of the first party, the method comprising checking the amount of the quote forming the first deal against the credit limit prior to deal execution by the third party (paragraphs [0011, 0074, 0086, 0092 and 0101]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the third party assigns a credit limit for trades conducted on behalf of the first party, the method comprising checking the amount of the quote forming the first deal against the credit limit prior to deal execution by the third party as taught by Horsfall to ensure that credit is available both internally and externally.

As per claims 9, 51 and 89

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Togher further teaches submitting a hit order to the matching engine (column 3, lines 45-59).

Sugahara and Togher do not specifically teach the hit order including an indication that the deal is to be conducted through the third party; and wherein the matching engine sends an electronic message to the third party asking the third party to confirm that it will act on behalf of the first party.

Horsfall teaches the hit order as an electronic message including an indication that the deal is to be conducted through the third party; and wherein the matching engine sends an electronic message to the third party asking the third party to confirm that it will act on behalf of the first party (paragraphs [0093 & 0108]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the hit order including an indication that the deal is to be conducted through the third party and wherein the matching engine sends an electronic message to the third party asking the third party to confirm that it will act on behalf of the first party as taught by Horsfall to enable the third party to reject the deal if credit is unavailable, in essence where the third party would have risk.

As per claims 37 and 67

Sugahara and Togher do not specifically teach displaying at the third party a list of orders submitted by the third party on behalf of one or more first parties.

Horsfall teaches displaying at the third party a list of orders submitted by the third party on behalf of one or more first parties (paragraphs [0011, 0074, 0086, 0101-0102] and claims 4 & 14).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include displaying at the third party a list of orders submitted by the third party on behalf of one or more first parties as taught by Horsfall to enable the party actually submitting the bids to be able to monitor their status.

As per claims 38 and 69

Togher teaches the trading floors each comprise at least one trading terminal (claims 1-2).

Sugahara and Togher do not specifically teach the list is displayable as an order panel in a display at a third party trading terminal.

Horsfall teaches the list is displayable as an order panel in a terminal display at a third party trading terminal (Figure 3 and (paragraphs [0011, 0074, 0086, and 0101-0104])).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the list is displayable as an order panel in a terminal display at a third party trading terminal as taught by Horsfall to effectively and efficiently enable the party actually submitting the bids to be able to monitor their status.

As per claim 52

Sugahara and Togher do not specifically teach the third party comprising a quote submitter for sending a quote to the matching engine on receipt of a trade initiation message from the first party trading floor.

Horsfall teaches the third party comprising a quote submitter for sending a quote to the matching engine on receipt of a trade initiation message from the first party trading floor (paragraph [0089]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the third party comprising a quote submitter for sending a quote to the matching engine on receipt of a trade initiation message from the first party trading floor as taught by Horsfall to enable trades to be sent by the third party as is necessitated by the first party.

14. Claims 10-11, 15-15, 53-54, 90-91 and 94-95 is rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter

Togher) in view of US Patent Application US2002/0032579 to Harpale (hereinafter Harpale).

As per claims 10 and 90

Sugahara and Togher do not specifically the initiation of a trade by a first party comprises submitting an electronic message comprising a quote to the matching engine via the third party, the quote being displayed on the display of trader terminals of other parties trading on the system as a quote from the third party.

Harpale teaches the initiation of a trade by a first party comprises submitting an electronic message comprising a quote to the matching engine via the third party, the quote being displayed on the display of trader terminals of other parties trading on the system as a quote from the third party (paragraph [0099-0101]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the initiation of a trade by a first party comprises submitting an electronic message comprising a quote to the matching engine via the third party, the quote being displayed on the display of trader terminals of other parties trading on the system as a quote from the third party as taught by Harpale so market knowledge of intermediaries is not disclosed by the marketplace without obstructing flow of the trade.

As per claims 11 and 91

Sugahara and Togher does not specifically teach the initiation of a trade by a first party comprises submitting a quote to the matching engine as an electronic message via the third party, the quote being displayed on the display of trader terminals of other parties trading on the system as a quote from the first party.

Harpale teaches the initiation of a trade by a first party comprises submitting a quote to the matching engine via the third party, the quote being displayed to other parties trading on the system as a quote from the first party (paragraphs [0099-0101]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the initiation of a trade by a first party comprises submitting a quote to the matching engine via the third party, the quote being displayed to other parties trading on the system as a quote from the first party as taught by Harpale when both parties are able to trade within the market.

As per claims 14, 53 and 94

Sugahara and Togher do not specifically teach a matching engine and a plurality of possible third parties and the matching engine selects a third party to conduct the deal on behalf of the first party.

Harpale teaches a matching engine and a plurality of possible third parties and the matching engine selects a third party to conduct the deal on behalf of the first party. (paragraph [0107]). Examiner notes Harpale teaches that the matching engine determines which third party(ies) will match the first party's requirements.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include a matching engine and a plurality of possible third parties and the matching engine selects a third party to conduct the deal on behalf of the first party as taught by Harpale to allow only those intermediaries that meet the first party's requirements to be utilized.

As per claims 15, 54 and 95

Sugahara and Togher do not specifically teach a plurality of possible third parties for executing said first deal on behalf of the first party, wherein the first party trading floor comprises a selection mechanism for selecting one of the possible third parties.

Harpale teaches a plurality of possible third parties for executing said first deal on behalf of the first party, wherein the first party trading floor comprises a selection mechanism for selecting one of the possible third parties (paragraph [0107]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include teaches a plurality of possible third parties for executing said first deal on behalf of the first party, wherein the first party trading floor comprises a selection mechanism for selecting one of the possible third parties as taught by Harpale to allow a trader to determine which intermediary will best suit their needs.

15. Claims 12-13 and 92-93 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2002/0032579 to Harpale (hereinafter Harpale) further in view of US Patent Application US2003/0083973 to Horsfall (hereinafter Horsfall).

As per claims 12-13 and 92-93

Togher teaches that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another (column 9, line 22- column 10, line 4). Therefore it would have been obvious to one skilled in the art at the time of invention that Togher teaches teach the matching engine matches the quote submitted via the third party in the absence of first party credit, with the third party's credit

Sugahara, Togher and Harpale do not specifically teach the matching engine matches the quote submitted in an electronic message via the third party using the first party's credit.

Horsfall teaches the matching engine matches the quote submitted in an electronic message via the third party using the first party's credit (paragraph [0093, 0096, 0108 & 0120-0121]). Examiner notes that Horsfall teaches the third party has credit and the third party has the power to reject the deal if credit is unavailable.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara, Togher and Harpale to include the matching engine matches the quote submitted via the third party using the first party's credit as taught by Horsfall to alleviate the third party from risk where the first party has credit.

16. Claims 16-17, 49 and 96-97 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0055776 to Samuelson (hereinafter Samuelson).

As per claims 16 and 96

Sugahara and Togher do not specifically teach on completion of the second deal, sending an electronic deal ticket to each of the parties to the first and second deals.

Samuelson teaches on completion of the second deal, sending an electronic deal ticket to each of the parties to the first and second deals (paragraphs [1278-1282]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include on completion of the second deal, sending a deal ticket to each of the parties to the first and second deals as taught by Samuelson to enable all users the ability to view the summarization of their completed financial transactions.

As per claims 17 and 97

Sugahara and Togher do not specifically teach sending an electronic deal ticket to the third party for each of the first and second deals.

Samuelson teaches sending an electronic deal ticket to the third party for each of the first and second deals (paragraphs [1278-1282]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include sending a deal ticket to the third party for each of the first and second deals as taught by Samuelson to enable all users the ability to view the summarization of their completed financial transactions.

As per claim 49

Sugahara and Togher do not specifically teach a deal ticket generator for generating and sending a deal ticket for the first deal to the third party and the party owning the best price quote in respect of the first deal, and a further deal ticket to the third party and the first party in respect of the second deal.

Samuelson teaches a deal ticket generator for generating and sending a deal ticket for the first deal to the third party and the party owning the best price quote in respect of the first deal, and a further deal ticket to the third party and the first party in respect of the second deal (paragraphs [1278-1282]).



Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include a deal ticket generator for generating and sending a deal ticket for the first deal to the third party and the party owning the best price quote in respect of the first deal, and a further deal ticket to the third party and the first party in respect of the second deal as taught by Samuelson to enable all users the ability to view the summarization of their completed financial transactions.

17. Claims 18 and 98 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0083973 to Horsfall (hereinafter Horsfall) further in view of US Patent Application Number US2002/0133455 to Howorka et al. (hereinafter Howorka).

As per claims 18 and 98

Sugahara and Togher do not specifically teach if the credit available for trades conducted on behalf of the first party falls below a defined level, the display to the first party at the display of the first party trading terminal of prices available by trading through the third party is suppressed.

Howorka teaches if the credit available for trades conducted on behalf of the first party falls below a defined level the display to the first party at the display of the first party trading terminal of prices available by trading through the third party is suppressed (paragraph [0008]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include if the credit available for trades conducted on behalf of the first party falls below a defined level, the display to the first party of prices available by trading through the third party is suppressed as taught by Howorka to filter out the prices with which the first party has insufficient credit to deal.

18. Claims 20-21, 58-59 and 99 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0083973 to Horsfall (hereinafter Horsfall) and Official Notice.

As per claims 20, 58-59 and 99

Sugahara and Togher do not specifically teach the third party assigns credit to each of the counterparties trading on the trading system with whom he is willing to

trade, comprising allocating a portion of the credit assigned to each counterparty to the deal code assigned to deals conducted on behalf of other parties.

Horsfall teaches the third party assigns credit to each of the counterparties trading on the trading system with whom he is willing to trade (paragraph [0002, 0005 and 0077]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the third party assigns credit to each of the counterparties trading on the trading system with whom he is willing to trade, comprising allocating a portion of the credit assigned to each counterparty to the deal code assigned to deals conducted on behalf of other parties so that the third party will get to know with what counterparties the trader has a line of credit and therefore will be able to filter out bids or offers of which there is little or no likelihood of the trader being able to trade with the counterparty in question.

As per claim 21

Sugahara and Togher do not specifically teach the credit assigned to the deal code through which deals are conducted on behalf of other parties is subdivided into an allocation for each of the other parties on whose behalf the third party acts.

Horsfall teaches the credit assigned through which deals are conducted on behalf of other parties is subdivided into an allocation for each of the other parties on whose behalf the third party acts (paragraph [0002, 0005 and 0077]).

Official Notice is taken that it is old and well known within the trading arts to assign deal codes to identify parties to a deal or quote where a system is not anonymous. Examiner further notes that if the deal code represents a party to a deal, any credit assigned to the parties would in essence be assigned to the deal code.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include each of the plurality of trading floors has an assigned deal code to identify that trading floor to other parties trading on the system, wherein the third party includes a further deal code unique to trades made by the third party but initiated by other parties to enable the identification of the parties to a deal or quote.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the credit assigned to the deal code through which deals are conducted on behalf of other parties is subdivided into an allocation for each of the other parties on whose behalf the third party acts so that the third party will get to know with what counterparties the trader has a line of credit and therefore will be able to filter out bids or offers of which there is little or no likelihood of the trader being able to trade with the counterparty in question.

19. Claims 22-25, 60-61 and 100 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in

view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application Number US2002/0052824 to Mahanti et al. (hereinafter Mahanti).

As per claim 22-23, 60 and 100

Sugahara and Togher does not specifically teach executing a third deal between the first party (agent) and a customer of the first party and the amount of the third deal is the same as the amounts of the first and the second deals, the third deal being executed by an exchange of electronic messages between the parties.

Manhanti teaches executing a third deal between the first party (agent) and a customer of the first party and the amount of the third deal is the same as the amounts of the first and the second deals, the third deal being executed by an exchange of electronic messages between the parties (Figure 1 and page 1, paragraph [0003]). Examiner notes that Manhanti teaches a trader acts on behalf of investors or trading firms and therefore the previous deals (whether they include an intermediary or not) are done so with the trader (agent) whereby a subsequent deal is made with the investors or trading firms.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include executing a third deal between the first party (agent) and a customer of the first party and the amount of the third deal is the same as the amounts of the first and the second deals as taught by Manhanti to further allow a person that is authorized to do so act on behalf of another.

As per claims 24 and 61

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses the price at which the third deal is executed is the same as the price at which the second deal is executed. (column 14, lines 7-28). Examiner notes that Sugahara teaches a fee may be charged by a "third" party for participating in the deal however, a fee is not a requirement. Therefore it would have been obvious to one skilled in the art at the time of invention that if a fee wasn't charged, the third deal would be executed at the same price as the second deal.

As per claim 25

Examiner notes that the combination of Sugahara and Togher teach all the claimed limitations, as discussed with respect to claims 1, 42 and 81 above and Sugahara further discloses the price at which the third deal is executed is different from the price at which the second deal is executed, the difference representing a fee charged by the first party to its customer for participating in the third deal (column 14, lines 7-28).

20. Claims 28, 64 and 103 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in

view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0055776 to Samuelson (hereinafter Samuelson) in view of US Patent Application US2002/0099633 to Bray (hereinafter Bray).

As per claims 28, 64 and 103

Sugahara, Togher and Samuelson do not specifically teach at the third party, mapping the plurality of funds onto codes held by the third party.

Bray teaches at the third party, mapping the plurality of funds onto codes held by the third party (paragraph [0094]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara, Togher and Samuelson to include at the third party, mapping the plurality of funds onto codes held by the third party as taught by Bray for information consolidation.

21. Claims 29-30, 65 and 104 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0055776 to Samuelson (hereinafter Samuelson).

As per claims 29, 65 and 104

Togher teaches a deal feed or automated trading interface for feeding completed deals to the first party trading floor (column 6, lines 12-35).

Sugahara and Togher do not specifically teach a fund separator for breaking the completed deals into a plurality of linked deals related to the plurality of funds in the hedge fund.

Samuelson teaches a fund separator for breaking the completed deals into a plurality of linked deals related to the plurality of funds in the hedge fund (paragraphs [0821, 1278-1282]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include a fund separator for breaking the completed deals into a plurality of linked deals related to the plurality of funds in the hedge fund as taught by Samuelson to enable all users the ability to view the breakdown of their completed financial transactions.

As per claim 30

Sugahara and Togher do not specifically teach the trading system generates a deal ticket on completion of a deal, the deal ticket including information enabling said linked deals to be broken out by the hedge fund.

Samuelson teaches generating a deal ticket on completion of a deal the deal ticket including information enabling said linked deals to be broken out by the hedge fund (paragraphs [1278-1282]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include generating a deal ticket on completion of a deal as taught by Samuelson to enable all users the ability to view the breakdown of their completed financial transactions.

22. Claim 34 is rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application Number US2002/0133255 to Howorka et al. (hereinafter Howorka) further in view of Official Notice.

As per claim 34

Sugahara and Togher does not specifically teach on completion of a trade by the third party on behalf of the first party the credit limit assigned by the third party to the first party for trades conducted on its behalf is adjusted by the amount of the deal, the direction of adjustment for a buy deal being opposite to the direction of a sell deal.

Howorka teaches on completion of a trade by the third party on behalf of the first party the credit limit assigned by the third party to the first party for trades conducted on its behalf is adjusted by the amount of the deal (paragraph [0080]).

Howorka does not specifically teach the direction of adjustment for a buy deal being opposite to the direction of a sell deal.

Official Notice is taken that it is old and well known within the trading arts that the direction of credit adjustment for a buy deal being opposite to the direction of a sell deal.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include on completion of a trade by the third party on behalf of the first party the credit limit assigned by the third party to the first party for trades conducted on its behalf is adjusted by the amount of the deal, the direction of adjustment for a buy deal being opposite to the direction of a sell deal to ensure that the credit limit's are dynamically changed (decreased when funds are used and increased when funds become available) as per changes transpire with their accounts.

23. Claims 35-36, 66 and 107 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US

Patent Application US2003/0083973 to Horsfall (hereinafter Horsfall) and US Patent Application US2004/0001580 to Mason (hereinafter Mason).

As per claims 35, 66 and 107

Togher teaches a matching engine for matching quotes (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 7, lines 20-34 and line 53- column 8, line 18, column 9, line 22- column 10, line 4).

Sugahara and Togher does not specifically teach matching orders received from counterparties in accordance with matching rules including a price, time priority rule, the product able to override the matching rules to match quotes submitted by the third party trading on its own behalf with quotes submitted by the first party in preference to other earlier quotes at the same price.

Horsfall teaches matching orders received from counterparties in accordance with matching rules including a price, time priority rule (paragraph [0040]).

Mason teaches overriding the matching rules for specific parties and consequently gaining the highest priority in the queue (paragraph [0060]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include matching orders received from counterparties in accordance with matching rules including a price, time priority rule, the product able to override the matching rules to match quotes submitted by the third party trading on its own behalf with quotes submitted by the first party in preference to other earlier quotes at the same price as taught by Horsfall and Mason to establish party priority.

As per claim 36

Examiner notes that the combination of Sugahara, Togher, Shepherd and Mason teach all the claimed limitations, as discussed with respect to claim 35 above and Togher further teaches a deal resulting from the matching by the matching engine of said third party quote and said first party quote is executed as a regular direct deal between the first and third parties (abstract, Figure 2, column 2, lines 14-21, column 3, lines 45-59, column 7, lines 20-34 and line 53- column 8, line 18, column 9, line 22- column 10, line 4). Examiner notes that a third trader is used as a third-party where credit limit restrictions bar the first two traders from dealing directly with one another.

24. Claims 39 and 68 are rejected under 35 U.S.C. 103(a) as being unpatentable US

Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US

Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent

Application US2003/0083973 to Horsfall (hereinafter Horsfall) further in view of US

Patent Application US2003/0033240 to Balson et al. (hereinafter Balson).

As per claims 39 and 68

Sugahara, Togher and Horsfall do not specifically teach a first party can grant permission for orders submitted by them via the third party to be displayed to the third party on a display of a third party trading terminal.

Balson teaches a first party can grant permission for orders submitted by them via the third party to be displayed to the third party on a display of a third party trading terminal (paragraph [0032]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara, Togher and Horsfall to include a first party can grant permission for orders submitted by them via the third party to be displayed to the third party on a display of a third party trading terminal as taught by Balson to account for value at risk.

25. Claim 40 is rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Number 7,110,972 to Handa et al. (hereinafter Handa).

As per claim 40

Sugahara and Togher does not specifically teach the third party submitting a list of first parties on whose behalf it is willing to trade to the trading system.

Handa teaches the third party submitting a list of first parties on whose behalf it is willing to trade to the trading system (column 1, lines 23-33).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include the third party submitting a list of first parties on whose behalf it is willing to trade to the trading system as taught by Handa to only conduct trades with parties who's credit limits have already been approved.

26. Claim 47 are rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application Number US2002/0133255 to Howorka et al. (hereinafter Howorka).

As per claim 47

Sugahara and Togher do not specifically teach at least one of the trading floors comprises an automated trading interface for submitting quotes to the trading system in response to predetermined market conditions.

Howorka teaches at least one of the trading floors comprises an automated trading interface for submitting quotes to the trading system in response to predetermined market conditions (paragraph [0042]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara and Togher to include at least one of the trading floors comprises an automated trading interface for submitting quotes to the trading system in response to predetermined market conditions as taught by Howorka to quickly and efficiently submit quotes.

27. Claim 108 is rejected under 35 U.S.C. 103(a) as being unpatentable US Patent Number 7,310,616 to Sugahara (hereinafter Sugahara) over in view of US Patent Number 5,375,055 to Togher et al. (hereinafter Togher) in view of US Patent Application US2003/0033240 to Balson et al. (hereinafter Balson).

As per claims 108

Sugahara, Togher and Horsfall do not specifically teach a first party can grant permission for orders submitted by them via the third party to be displayed to the third party.

Balson teaches a first party can grant permission for orders submitted by them via the third party to be displayed to the third party (paragraph [0032]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify Sugahara, Togher and Horsfall to include a first party can grant permission for orders submitted by them via the third party to be displayed to the third party as taught by Balson to account for value at risk.



***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **JESSICA L. LEMIEUX** whose telephone number is (571)270-3445. The examiner can normally be reached on **Monday-Thursday 8AM-5PM**.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Kramer can be reached on 571-272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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